

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

Location: _____ Date: _____

Parties:

This Settlement Agreement and Release of All Claims (the "Agreement") is entered into by and between:

Releasor: _____

Releasee: _____

RECITALS

WHEREAS, Releasor and Releasee desire to settle fully and finally any and all claims, disputes, and causes of action that Releasor has, may have had, or may have in the future against Releasee arising out of or related to any matter, transaction, or occurrence up to the date of this Agreement; and WHEREAS, this Agreement is entered into for the purpose of avoiding the uncertainties and expenses of litigation, and without any admission of liability or wrongdoing by any party.

AGREEMENT

1. Settlement Payment.

In consideration of the promises and releases set forth herein, Releasee agrees to pay Releasor the total sum of _____ USD (the "Settlement Amount"), payable as follows: _____.

2. Release of Claims by Releasor.

Releasor hereby fully and forever releases, acquits, and discharges Releasee, including its past, present, and future affiliates, subsidiaries, officers, directors, employees, agents, successors, and assigns, from any and all claims, demands, damages, liabilities, losses, costs, expenses, actions, causes of action, or suits of any kind or nature, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that Releasor has or may have had against Releasee arising out of any matter, transaction, or occurrence occurring prior to the date of this Agreement.

3. No Admission of Liability.

The parties agree that this Agreement is a compromise of disputed claims and that neither this Agreement nor any payments made hereunder shall be construed as an admission of liability or wrongdoing by Releasee.

4. Confidentiality.

The terms and existence of this Agreement, as well as any negotiations or communications relating to it, shall remain confidential and shall not be disclosed to any third party except as required by law or as agreed in writing by both parties.

5. No Other Claims.

Releasor represents and warrants that it has not assigned or transferred any claims released herein to any other person or entity and that Releasor will not initiate or assist in any proceeding against Releasee based on any such claims.

6. Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction and venue of the state or federal courts located in _____ County, _____.

7. Entire Agreement.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

8. Severability.

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced to best effectuate the parties' intent.

9. No Waiver.

No failure or delay by any party in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of any right or remedy.

10. Representation by Counsel.

Each party acknowledges that it has had the opportunity to consult with legal counsel prior to executing this Agreement and that it fully understands the terms and consequences hereof.

11. Mutual Cooperation.

The parties agree to cooperate fully and execute any further documents and take any further actions reasonably necessary to carry out the intent and purposes of this Agreement.

12. No Reliance.

Each party represents that it is not relying on any statement, representation, or inducement not expressly set forth in this Agreement.

13. Binding Effect.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

14. Counterparts and Electronic Signatures.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted by electronic means (e.g., PDF, fax, email) shall be deemed original.

15. No Assignment.

Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

16. Headings.

The section and paragraph headings used in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

17. Construction.

This Agreement shall be construed fairly and neutrally, neither more strongly for nor against either party.

18. Further Assurances.

Each party agrees to execute and deliver such further documents and do such further acts as may be reasonably necessary to carry out the intent and purpose of this Agreement.

19. Representations and Warranties.

Each party represents and warrants that it has full power and authority to enter into and perform this Agreement and that no other consents or approvals are necessary.

20. Acknowledgment.

By signing below, each party acknowledges that it has read this Agreement, understands it, and voluntarily accepts its terms and conditions.

RELEASOR'S SIGNATURE

RELEASEE'S SIGNATURE

Signature: _____

Signature: _____

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